



**CONTRACT No 701148394\_PROVISION OF THE  
REDECORATION OF RAF BENSON BUILDINGS**

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## Standardised Contracting Terms

### SC1B

#### 1 Definitions - In the Contract:

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

#### 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated

documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

### **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

### **5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

### **6 Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Data for Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof;
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
  - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
  - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
  - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

## **13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**



In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - (a) any liquidated damages (to the extent expressly provided for under this Contract);
    - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

**DEFCON 5J**

DEFCON5J (Edn 18/11/16) Unique Identifiers

**DEFCON 76 (SC1)**

DEFCON 76 (SC1) 12/16 Contractors Personnel at Government Establishments

**DEFCON 129J(SC1)**

DEFCON 129J (SC1) (Edn 18/11/16) The Use of the Electronic Business Delivery Form

**DEFCON 502 (SC1)**

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

**DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

**DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn 4/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 534**

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

**DEFCON 538**

DEFCON 538 (Edn. 06/02) – Severability

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

## **21 The special conditions that apply to this Contract are:**

### **21(A) – Itemised Contract Pricing**

Without prejudice to Conditions 14 of the Terms and Conditions of contract 701148394. The Prices shall be Firm (non-variable) for the period of Contract 701148394 in Schedule of Requirements.

### **21(B) – Payment Method**

(i) Without prejudice to Conditions 14 of the Terms and Conditions of contract 701148394. The Contractor shall submit his paper invoices to the Designated Officer (DO) at the address found at serial 2 Project Manager of the DEFFORM 111. The DO will then raise the invoice on the Authority Electronic Payment procurement system Contracting, Purchasing and Finance (CP&F). The supplier will need to consult the service provider on connectivity options for the onboarding process described at Condition 14 a of the Terms and Conditions of contract 701148394 <https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system>

(ii) All invoices must include Suppliers Name & Address -Tel No, Army Customer address, Date, Contract Number, Supplier Invoice Number and Description,Quantity,Price & Total Value and be presented in arrears on completion of each bldg in accordance with Schedule 2 - Schedule of Requirements to Contract 701148394 to the Designate Officer address at Serial 2 DEFFORM 111.

### **21(c) – Amendment**

(i) Amendments to any part of this Contract may only be amended or varied through the written approval of the Authority's Commercial Branch

(ii) The Authority will accept no liability for orders for instructions placed by any other person other than an authorised officer in the Authority's Commercial Branch in accordance with DEFCON 503 or the DO identified at DEFCON 111.

### **21(d) Contract period**

The Contract expiry date shall be

- From 15 December 2020 to 31<sup>st</sup> March 2022

## **22 The processes that apply to this Contract are: N/A**

## **SC1B Schedules**

### **Schedule 1 – Statement of Requirement**

#### **Statement of Requirement for RAF Benson painting contract**

- **Requirement**

- To supply and deliver the painting of RAF Benson's buildings (detailed in requirements list) for the period from contract award until completion of the requirements list. This is to be magnolia (white) paint to update all walls and ceilings (where applicable) within the designated work requirement.
- A list of the required areas for painting can be found below in order of priority, with a specific list of requirements. This is to have a final delivery date of 31 March 2022.. Redecoration of the offices, accommodation, learning spaces and communal areas. This includes painting walls, ceilings, skirting boards and doors where necessary. If plastering is required, this is to be completed (included in contractors quote) and any holes/scrapes in walls are to be fully covered and blended in.
- The requirement will be managed by OC Works and Accommodation Cell. The contractor will be in regular contact with OC Works, who will oversee the activity.
- Any required access or information can be provided by OC Works and Accommodation Cell. The contractor is expected to be fully prepared for the delivery of these requirements with an additional support network available, if required.
- If security clearance is required, this will be achieved for the designated contractor(s), by OC Works. Of note, many local contractors have already gained RAF Benson security clearance from previous work.
- Completion of the contract will be achieved on delivery of, and to the required standard, a fully painted roster of work spaces, accommodation, learning spaces and communal areas in the colour of magnolia (white). This includes painting walls, ceilings, skirting boards and doors where necessary. If plastering is required, this is to be completed and any holes/scrapes in walls are to be 'made good'.
- Works Services Flt will conduct checks and Measures of Performance (MOPs) through liaison with the designated painting contractor. A timetable will be agreed for the works to be achieved in-year. This will see the contractor operating on all weekdays, unless otherwise pre-arranged with OC Works, or RAF Benson is closed due to UK national holidays/operational reasons.
- A roadmap to completion, agreed by OC Works and the contractor, will identify milestones to be achieved by progressing through the priority list, and will be monitored by regular MOPs.
- Sgt Mandy Del Frate (RAF Benson). Contact details below

- Works Services Flt and Accommodation Cell will liaise with end users and the contractor to ensure minimal impact to Stn output. Access to buildings will be organised through OC Works and Accommodation Cell. The contractor should not require any other assistance to deliver output and is expected to be fully prepared for the delivery of these requirements, with an additional support network available, if required.
- There is little working at height risk. Access to, and the emptying of, rooms/offices will be pre-arranged with end users via Works Services Flt and/or Accommodation Cell on a minimal-impact basis. The contractor can seek clarification and guidance from OC Works on any issues which arise.

### **Delivery**

The table below details the specifics of the buildings which are to be painted in magnolia (white) colour. The contractor will liaise with the POC (OC Works) to ensure rooms are available, and emptied, as/when required in order to meet the contract requirement.

### **Activities to be undertaken by the Contractor**

**RAF Benson painting contract requirements list, in priority order. Painting of:**

<b>Bldg No.</b>	<b>Bldg Name</b>
179	Pattle Block
180	Cheshire Block
170	TDF
41	Main Guardroom
173	Gym
152	Nicholson Block
153	Campbell Block
154	Thompson Block
155	Aaron Block
157	Garland Block
156	Gray Block
166	Scarf Block
165	Lord Block
160	Community Centre
86	C Hangar
84	D Hangar
80	OUAS
47	SHQ
19	GEF
48	Old TDF

Confirmed priority list with building specifics requirements can be found at the final page.

### **Other Considerations**

The contractor is to ensure that there are no waste products remaining after the redecoration of buildings, and the disposal of painting supplies is to be dealt with. The contractor is to inform building users on the estimated drying time of recent painting, and for how long that area should be left empty/clear before safe use.

**RAF Benson's Point of Contact for Contract Subject to Emergency Changes**

**Name:** Sgt Mandy Del Frate  
**Address:** Building 8, RAF Benson  
**Tel:** 01491 837766 5286  
**Email:** [mandy.delfrate474@mod.gov.uk](mailto:mandy.delfrate474@mod.gov.uk)

**SC1B**  
**(Edn 8/20)**

**RAF Benson painting contract specific requirements list**

<b>Priority</b>	<b>Bldg No.</b>	<b>Bldg Name</b>	<b>Specifics (all white magnolia)</b>
1	179	Pattle Block	Rooms, kitchens, recreational rooms and hallways. Ceilings and walls.
2	180	Cheshire Block	Rooms, kitchens, recreational rooms and hallways. Ceilings and walls.
3	170	TDF	Offices, classrooms, communal areas and kitchens. Ceilings and walls.
4	41	Main Guardroom	Main entrance room and back offices. Ceilings and walls.
5	173	Gym	Walls/staircase and ceiling. Ceilings and walls.
6	152	Nicholson Block	Rooms, kitchens and hallways. Ceilings and walls.
7	153	Campbell Block	Rooms, kitchens and hallways. Ceilings and walls.
8	154	Thompson Block	Rooms, kitchens and hallways. Ceilings and walls.
9	155	Aaron Block	Rooms, kitchens and hallways. Ceilings and walls.
10	157	Garland Block	Rooms, kitchens and hallways. Ceilings and walls.
11	156	Gray Block	Rooms, kitchens and hallways. Ceilings and walls.
12	166	Scarf Block	Rooms, kitchens, recreational rooms and hallways. Ceilings and walls.
13	165	Lord Block	Rooms, kitchens, recreational rooms and hallways. Ceilings and walls.
14	160	Community Centre	Offices, teabars and hallways/staircases. Ceilings and walls.
15	86	C Hangar	Offices, teabars and hallways. Ceilings and walls.
16	84	D Hangar	Offices, teabars and hallways. Ceilings and walls.
17	80	OUAS	Interior walls – Offices, teabars and hallways. Ceilings and walls.
18	47	SHQ	Interior walls – Offices, teabars, meeting rooms and hallways. Ceilings and walls.
19	19	GEF	Interior walls – Offices, teabars, meeting rooms and hallways. Ceilings and walls.
20	48	Old TDF	Interior walls – Offices, teabars and hallways. Ceilings and walls.

**Schedule 2 - Schedule of Requirements to Contract 701148394**

**SCHEDULE OF REQUIREMENTS FOR THE REDECORATION OF RAF BENSON**

<b>Priority</b>	<b>Bldg No.</b>	<b>Bldg Name</b>	<b>Work</b>	<b>Timeframe Days</b>	<b>Job FIRM PRICE (£) (Ex Vat)</b>	<b>Running Total Price (£) (Ex Vat)</b>
1	179	Pattle Block	Communal Areas & 61 Rooms	20		
2	180	Cheshire Block	Communal Areas & 61 rooms	20		
3	170	TDF	Interior - Whole Bldg	10		
4	41	Main Guardroom	Entrance Foyer/waiting room	5		
5	173	Gym	Entrance Foyer	5		
6	152	Nicholson Block	32 Rooms	10		
7	153	Campbell Block	32 Rooms	10		
8	154	Thompson Block	32 Rooms	10		
9	155	Aaron Block	32 Rooms	10		
10	157	Garland Block	32 Rooms	10		
11	156	Gray Block	32 Rooms	10		
12	166	Scarf Block	57 Rooms Only	20		
13	165	Lord Block	Communal Areas & 57 Rooms	20		
14	160	Community Centre	Interior	10		
15	86	C Hangar	Offices	15		
16	84	D Hangar	Offices	15		
17	80	OUAS	Interior	15		
18	47	SHQ	Offices	5		
19	19	GEF	Offices and Conference Room	15		
20	48	Old TDF	Interior	10		



**Schedule 3 - Contract Data Sheet**

<p><b>Contract Period</b></p>	<p>Effective date of Contract: 15 December 2020</p> <p>The Contract expiry date shall be: 31 March 2022</p>
<p><b>Clause 6 - Notices</b></p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: <b>Army Commercial</b> IDL 437, Zone 8, 2<sup>nd</sup> Floor, Ramillies Building, Army Headquarters, Marlborough Lines, Monxton Road, ANDOVER SP11 8JH</p> <p>Contractor:</p> <p>Lee &amp; Freeman 22 Bushell Business Estate Lester Way Wallingford, Oxon OX10 9DD</p>
<p><b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b></p>	<p>A Deliverable Quality Plan is not required for this Contract but <b>please see other Quality Assurance Requirements</b></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable</p>

	<p>Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p><b>Please refer to Annex A Standard Quality Assurance Contractual Requirements Checklist</b></p>
<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances – N/A</b></p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">b) <u>DSALand-MovTpt-DGHSIS@mod.uk</u></a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p style="padding-left: 40px;">Defence Safety Authority (DSA)</p> <p style="padding-left: 40px;">Movement Transport Safety Regulator (MTSR)</p> <p style="padding-left: 40px;">Hazel Building Level 1, #H019</p> <p style="padding-left: 40px;">MOD Abbey Wood (North)</p> <p style="padding-left: 40px;">Bristol, BS34 8QW</p> <p style="padding-left: 40px;">DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>

<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:<b>N/A</b></p> <p>Delivered by the Contractor</p> <p>Special Instructions:</p> <p>Collected by the Authority</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:<b>N/A</b></p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: <b>Contract Review mtg</b></p> <p>Frequency: <b>Monthly</b></p> <p>Location: <b>RAF Benson &amp; MS Teams for Army Commercial participation</b></p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: <b>N/A</b></p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

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(Edn 8/20)

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)**

Contract No: 701148394	
Description of Contractor's Commercially Sensitive Information:	
Cross Reference(s) to location of sensitive information:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if applicable):	
Contact Details for Transparency / Freedom of Information matters:  Name: PAUL FREEMAN  Position: PARTNER  Address: 22 BUSHELL BUSINESS ESTATE, LESTER WAY, WALLINGFORD, OXON, OX10 9DD  Telephone Number: 01491 836584  Email: paul.freeman@btinternet.com	

ANNEX A to  
Contract No 701148394

## Standard Quality Assurance Contractual Requirements Checklist

This form should be completed by an Authorised Quality Assurance Signatory<sup>1</sup> after conducting a quality assurance related risk assessment. The **QA Requirements Flowchart** and criteria set out in **JSP 940 Part 2 Chapter 4** shall be applied and the rationale for decisions recorded.

**The text in *italics* shall be included in contracts as appropriate.**

<b>Product or Service:</b>	RAF Benson Painting Contract		
<b>Contracting Strategy:</b>	Competition	<b>Method:</b>	<b>PCR</b>
<b>Contract / ITT Ref:</b>	BEN Paint Contract 14052020		
<b>Project Team:</b>	JHC-RAF Benson	<b>Date Req By:</b>	Mar 21

  

Normative Quality Assurance Requirements			
<b>1</b>	<b>The Primary Quality Assurance Standard Requirements: <u>(One only)</u></b>		<b>Select</b>
a	AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. <i>CoC shall be provided in accordance with DEFCON 627</i>		
b	AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test. <i>CoC shall be provided in accordance with DEFCON 627</i>		
c	AQAP 2310 Edition B Version 1 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers. <i>CoC shall be provided in accordance with DEFCON 627</i>		
d	No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. <i>CoC shall be provided in accordance with DEFCON 627</i>		
e	No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.		
<b>2</b>	<b>Developmental Software</b>		
a	AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.		<input type="checkbox"/>
<b>3</b>	<b>Quality Plans</b>		
a	A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans. <i>Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance</i>		<input type="checkbox"/>

<sup>1</sup> As defined in JSP 940 - MOD Policy for Quality Part 2

	<i>Representative within 3 months of contract award.</i>	
b	<b>(ITT Only)</b> <i>A draft quality plan is required within the tender.</i>	<input type="checkbox"/>
c	Option if AQAP 2210 is included with AQAP 2105: <i>A Software Project Quality Plan is required in accordance with AQAP 2105 Chapter 5, for Authority acceptance?</i>	<input type="checkbox"/>
d	<i>No Deliverable Quality Plan is required reference DEFCON 602B 12/06.</i>	<input type="checkbox"/>

<b>4</b>	<b>Concessions</b>	
a	<i>Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.</i>	<input type="checkbox"/>
<b>5</b>	<b>Contractor Working Parties</b>	
a	<i>Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.</i>	<input checked="" type="checkbox"/>
<b>6</b>	<b>Safety Critical Items</b>	
a	<i>Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.</i>	<input type="checkbox"/>
<b>7</b>	<b>Avoidance of Counterfeit Materiel</b>	
a	<i>Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.</i>	<input checked="" type="checkbox"/>
<b>Informative Quality Assurance Standards</b>		
<b>8</b>	<b>Informative Quality Assurance Standards</b>	
a	<i>For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).</i>	<input type="checkbox"/>
b	<i>Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.</i>	<input type="checkbox"/>
c	<i>ISO 25051:2014 Software Engineering - Software Product Quality Requirements and Evaluation (SQuaRE) - Requirements for quality of COTS software product and instructions for testing.</i>	<input type="checkbox"/>

**GQA Practitioner Comments/Rationale/Endorsement**

The subject contract/ITT and quality assurance related risk have been reviewed:

- a. The QA requirements specified are appropriate and relevant.
- b. There are no incomplete or conflicting QA related contract requirements.
- c. Quality Assurance resource is available to support the programme.

Notes:

**Name:** Margaret Bentley

**Signature:** M Bentley

**Position:** DSEME Business Manager

**Date:** 17 Aug 20

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## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: C.Raymer

Address: Army Commercial Zone 8 2<sup>ND</sup> floor Ramillies Bldg, Marlborough Lines Monxton Road Andover Hampshire SP11 8HJ

Email: Clive.raymer683@MOD.GOV.UK



SKYPE +443001652076

##### 2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: **Sgt Mandy Del Frate**

Address Building No 8, RAF Benson, Wallingford, OX10 6AA

Email: [mandy.delfrate474@mod.gov.uk](mailto:mandy.delfrate474@mod.gov.uk)

01491 837766 5286 & Skype Call: 0300 155

6775

##### 3. Packaging Design Authority Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)



##### 4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:



(b) U.I.N.

##### 5. Drawings/Specifications are available from

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

##### 8. Public Accounting Authority



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1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows:

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

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**Deliverables****Deliverables Note**

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

**Negotiation Deliverables**

All Negotiation Deliverables

Name	Description	Due	Responsible Party
None		N/A	

**Supplier Contractual Deliverables**

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Closure Activity - Assets on MoD Property	Contractor assets on MOD property dealt with in accordance with the contract	RAF Benson cleared of Contractors equipment within one week of Contract expiry date 31 March 2022	Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	N/A	Supplier Organization
Obligation DEFCON 21 ( Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	N/A	Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences	N/A	Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract	N/A	Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	N/A	Supplier Organization
Payment Condition 14.b	Submission of Invoices	To be in Arrears on completion of each Bldg	Supplier Organization

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		in accordance with Schedule 2 - Schedule of Requirements to Contract 701148394	
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	N/A	Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	Monthly at date specified by DO	Supplier Organization
Payment Condition 14.c	Payment	Use of electronic payment system CP&F/EXOSTAR	Supplier Organization

### Buyer Contractual Deliverables

#### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract	Army Commercial	Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	In accordance with Schedule 4 of contract 701148394	Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim	N/A	Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related	N/A	Buyer Organization